

**DECLARATION OF RESTRICTIONS  
OF  
SUMMERFIELD BY THE LAKE SECTION II**

Comes **DON HENDERSON, LLC**, as "Owner/Developer" in conjunction with Clore and Jones Company as Developer, Don Henderson, LLC, having an address of P.O. Box 8, Crestwood, Kentucky 40014, and does this \_\_\_\_\_ day of \_\_\_\_\_, 2006, hereby adopt the following restrictions for **Summerfield by the Lake Section II**, a subdivision located on Old Hwy.329 North of Crestwood, in Oldham County, Kentucky 40014.

WHEREAS, Owner/Developer is the owner of certain real property in Oldham County, Kentucky which is being developed as a new section of the existing Summerfield by the Lake subdivision, with such new section to be known as Summerfield by the Lake Section II, and

WHEREAS, Owner/Developer by the original restrictions recorded in Restrictions Book 8, Page 45, including amendments and by the recording of these Restrictions, intends to establish a general and orderly plan for the use, occupancy and enjoyment of said Summerfield by the Lake community (all sections); and

WHEREAS, these restrictions, at the option of Owner/Developer and upon any recording by Owner/Developer of a document acknowledging or confirming same, shall also apply to any future developed sections of Summerfield by the Lake.

NOW THEREFORE, WITNESSETH: The undersigned Owner/Developer, being the owner of all lots in Summerfield by the Lake Section II, does hereby adopt the following restrictions and covenants, which restrictions and covenants shall apply to all of the lots of said Summerfield by the Lake Section II, as shown on plat of same recorded in Plat Book \_\_\_\_\_, Page \_\_\_\_\_ of the Oldham County Clerk's Office. These restrictions and covenants are as follows:

**1. Minimum Size Requirements:**

All plans and builder names must be submitted to Owner/Developer for consideration and approval prior to the beginning of construction. (See Item #3).

No residence shall be erected on said lots having less than the following minimum square footage requirements, excluding porches, carports, garages, breezeways, attics, basements, etc.

(a) One Story:	One (1) floor plan residence 2200 square feet on main floor.
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- (b) One & one-half Story: One and one-half story floor plan residence, 1800 square feet on the main floor, with a minimum of 2700 square feet total.
- (c) Two Story: Full Two - (2) story residence, a minimum of 1500 square feet on the main floor with a minimum of 3000 square feet total.
- (d) Bi-level: Bi-level floor plan residence, 1800 square feet on the main floor, with a minimum of 2700 square feet total.
- (e) Tri-level: Tri-level floor plan residence, minimum of 3000 square feet, combined total of the three (3) levels.

The Developer reserves the right to approve or disapprove any type residence not covered under the above floor plans. Whenever any questions arise as to the classification of any proposed construction or its compliance with the provisions of these restrictions, the decision of the Developer shall be final.

## 2. **Building Material and Architectural Requirements:**

The exterior building materials of all structures shall be either brick, stone, brick veneer or stone veneer or a combination of same, and shall extend to ground level on all sides of the house. Concrete foundation walls shall not be exposed above ground level.

However, Developer recognizes that the appearance of other exterior building materials (such as wood siding, cultured stone, stucco (dry-vit), cedar, or the like) may be attractive and innovative, and reserves the right to approve the use of other exterior building materials. Vinyl and/or aluminum will not be allowed unless approved on a limited basis in the following types of situations:

- (1) For trim and overhang along the bottom of a roof, or trim around windows and doors.
- (2) To cover dormers, small gables, bay windows, or other similar structures.

Chimneys shall not be covered with vinyl/aluminum under any circumstance. Vinyl/aluminum siding will only be allowed as a minor accent on any house, and not as a main exterior covering.

- (a) Roof Pitch:  
The minimum pitch of any roof shall be 8/12. The roof pitch of any porch, bay window, box window, or similar structure is excluded from this requirement.

- (b) **Similar Exterior Designs:**  
Owner/Developer reserves the right to refuse approval of a home due to similarities of design to other existing or approved homes pending construction in the subdivision.
- (c) **Exterior Colors:**
- |                           |  |
|---------------------------|--|
| Brick/Stone/E.I.F.S./etc. | Must be Red, Brown, Tan, or Grey                                 |
| Mortar                    | Must be Grey, Buff, Black, or Chocolate                          |
| Shingles                  | Must be Brown, Grey, or Black                                    |
| Shutters/Doors            | Must be Green, Black, Brown, Grey, White, Dark Blue, or Burgundy |
| Trim & Siding Colors      | Must be White, Tan, Grey, Clay                                   |

**ANY COLORS OTHER THAN THESE MUST BE APPROVED  
BY THE DEVELOPER**

3. **Approval of Plans/Builder:**

No excavation or construction shall begin and no improvements, or structures or other appurtenances shall be placed, constructed or permitted to remain upon any lot in Summerfield by the Lake Section II until the plans (including all materials), shall have been first submitted to and approved by the Developer. Owner/Developer also reserves the right to approve or disapprove the Builder, and any substitution of Builder subsequent to commencement of construction. This right of approval shall extend to construction techniques and quality of materials used.

The term "appurtenances" shall mean anything placed, constructed or permitted to remain upon any such lot. Developer reserves the right to approve or disapprove the architectural design, construction technique or method of construction, materials, size and location of any building or structure (See Item 2), and any such approval shall be in writing. Approval granted hereunder shall be void after six (6) months unless renewed or construction is commenced within the time period in accordance with said plans.

- (a) **Approval of Plans for Other Structures (additions, detached garage, etc.):**  
Plans for any additions to a residence, or for the construction of a detached garage shall also be submitted to the Owner/Developer for approval. The Developer, may approve or disapprove the style, location, type, size or construction of any such structure. No structure shall be constructed on any lot unless it conforms to all the restrictions contained herein and to all regulations affecting the use and occupancy of said property. Only the main residence, a detached garage, a small gazebo, a small pool house, or a small garden house will be allowed on a lot. No storage shed, barns, tool sheds or similar structures will be allowed.

All outbuildings shall be constructed of the same exterior building materials as the residence, and shall not be larger than 16 feet by 16 feet, (except for a detached

garage which may not be larger than 30 feet by 20 feet). The design, type of materials, size and location of all outbuildings shall be first submitted to Owner/Developer for consideration of approval.

It is further provided that all structures and related landscaping shall be completed within twelve (12) months from the time construction commences. Extensions may be granted by Developer due to extenuating circumstances. (Failure to conform to this time period shall subject the property owner to a penalty of \$10.00 per day for each day exceeding this time period. Said payment shall be made to the homeowners' association and shall be a lien that shall run with the land. Such lien shall be inferior to any valid first mortgage or vendor's lien on the subject property and Developer hereby subordinates same).

- (b) It is the intent of these provisions to insure that the residences and all improvements placed upon any lot shall be suited to the size and available space of the lot on which placed, and in harmony with the overall scheme of the subdivision and the character and design of improvements placed upon other lots in Summerfield by the Lake Section II.
- (c) Owner/Developer Approval as applied herein shall mean at Owner/Developer's sole and absolute discretion, and any such decision shall be final and shall not be overturned by any court or tribunal, unless same is determined to be arbitrary and capricious.
- (d) Owner/Developer reserves the right to implement and amend from time to time rules concerning the application procedure. It shall be the responsibility of any party seeking approval to obtain and abide by the current rules then in effect. Failure to do so may result in the disapproval of any request hereunder.
- (e) Construction of all residences shall be completed within one year from commencement date. (Failure to conform to this time period shall subject the property owner to a penalty of \$10.00 per day for each day exceeding this time period. Said payment shall be made to the homeowners' association and shall be a lien that shall run with the land. Such lien shall be inferior to any valid first mortgage or vendor's lien on the subject property and Developer hereby subordinates same).

**4. Garages and Required Garage Location:**

All residences must have an attached or built-in garage, which shall accommodate at least two (2) automobiles. All garages must be open to the side or rear of the residence, except that Developer may permit a garage to open to the front of the residence if such opening is justified by the physical considerations of the lot and type of home being constructed.

The location of all attached or detached garages shall be submitted to Owner/Developer for consideration of approval. Owner/Developer intends to hide all garages from view as much as possible (as seen from the main street driving into Summerfield by the Lake Section II).

**5. Driveways and Culvert Pipe Headwalls:**

All residences must have an exposed aggregate concrete driveway to be installed within ninety (90) days upon the completion of the home. No brushed concrete, asphalt or paving stones will be allowed.

All driveways shall have a 15 inch by 20 foot long culvert pipe crossing underneath the drive and owner must install an exposed aggregate concrete headwall at each end of that pipe. The headwall shall be 30 inches wide, (arched at the top), 6 inches thick and the top shall extend 4 to 8 inches above the top of the pipe. The headwall shall be equal distances away from the edge of both sides of the driveway. (Minimum distance from the driveway to the headwall - 12").

All such driveways, culvert pipes and headwalls shall be installed at owner's sole cost and expense.

**6. Landscaping Requirements:**

All lots and unpaved right of way areas within the subdivision adjoining the lots shall be properly cut and/or weeded and maintained by the respective owners. The Owner/Developer reserves the right to approve or disapprove the general appearance or condition of any lot. If any owner fails to maintain such property, Owner/Developer reserves the right to mow or perform other necessary services on same and charge the owner a reasonable fee for the work, which charge shall constitute a lien upon the property and runs with the land until the obligation is paid; however, this lien shall be second and inferior to any valid first mortgage or vendor's lien against any lot, and the Developer hereby subordinates the same.

**(a) Tree Requirement:**

All homeowners shall plant and maintain (2) Oak, Ash, or Maple trees in the "front yard" with a trunk diameter of at least 2 inches. (No Silver/Water Maples will be allowed). These trees must be planted 18 inches inside the property line and at exact intervals of 1/3 and 2/3 across the full width of the property. Corner lots shall plant (2) Oak, Ash, or Maple trees along the front of the property line in the same locations described above. Cul-de-sac lots with front lot line widths less than 65 feet only need to plant (1) tree along the front property line. All trees shall be planted within 120 days of occupancy of the residence, and shall be replaced within 120 days if they die.

**(b) Foundation Landscaping:**

All homeowners shall install foundation plantings across the front of their home having a minimum installed value of \$1,500.00. Such plantings shall, at a minimum, include 25 perennial shrubs/plantings. All shrubs and associated landscaping beds

shall be completed within 120 days of the occupancy of the residence. The dollar value listed above shall increase by 4% per year starting January 1, 2006.

(c) **Mulch Requirement:**

All landscaping beds shall be mulched with shredded wood mulch that is of a brown, reddish brown or black in color. No other materials will be allowed as mulch or decoration in any landscape bed or around trees. All mulch shall be installed within 120 days of the occupancy of the residence and shall be maintained on a regular basis.

(d) **Sod Requirement:**

All front and side yards shall be sodded within 120 days of the occupancy of the residence.

(e) **Vegetable/Herb Gardens:**

Only one small vegetable or herb garden of no more than 10 feet by 10 feet (100 square feet) can be grown. Herb and vegetable gardens can only be grown in the back yard, and they must be screened or otherwise hidden from the view of adjoining residences and streets.

(f) **Community Sidewalk:**

The following lots (42 to 50, 51 to 58, and 84 to 93) will be required to install a 48 inch wide brushed concrete sidewalk along the full length of their lot (excluding driveway) on Clore Lake Road and Star Barn Lane. Lots 93, 51 & 42 shall connect the end of the sidewalk to the edge of the pavement on Clore Lake Road. Lots 53 & 55 shall connect the end of the sidewalk to the edge of the pavement on Spring Bluff. Lot 58 shall connect the end of the sidewalk to the edge of the pavement on Star Barn Lane. It is Developer's intent that the completed sidewalk will eventually connect to other areas of the Summerfield community, which encompasses all property, owned by the Clore Trust South of I-71 (near the Crestwood Bypass & Hwy. 329). **Please see Developer for exact location of sidewalk and any other construction requirements. All such sidewalks shall be constructed at the sole cost and expense of lot owner.**

(g) **Size and Location of Landscaping Beds:**

At least 60% of the front and side yards of each lot must be planted in grass/sod. Landscaping beds cannot take up more than 40% of the available front and side yards, exclusive of the driveway and sidewalks. Also, no landscaping beds shall be planted between the front property line and the street unless they are being used to screen utility boxes or as a border along the driveway.

7. **Swimming Pools, Clothes Lines, Antennae, Fences, etc.:**

(a) **Swimming Pools:**

No swimming pools (except small children's toy pools) shall be erected or placed on any lot without prior approval by the Owner/Developer. Above ground pools will not be allowed.

(b) **Clothes Lines:**

No outside clothes lines shall be erected or placed on any lot.

(c) **Antennae/Satellite Dishes:**

No antennae, microwave dishes, or other receivers and transmitters (including those currently called "satellite dishes") shall be erected or placed on any lot unless its design and placement shall be first approved by Developer. No antennae/satellite dishes will be allowed on the sides of a house facing a subdivision street.

(d) **Fences/Retaining Walls:**

No fence or wall structure or other improvements shall be erected, placed or altered on any lot until construction plans, and/or specifications, shall have first been submitted to and has received Owner/Developer approval.

Unless Owner/Developer determines that it is architecturally appropriate or made necessary by the contours of the lot (as in the case of a retaining wall) no fences or wall of any nature may extend toward the front or street side property line beyond the front or side wall of the residence. All fence materials and design must be approved by the Owner/Developer. Only stained cedar picket fences of **OPEN CONSTRUCTION** or wrought iron type fences of 48 inches in height will be allowed as a boundary fence around a back yard. Wrought iron type fences up to 60 inches in height will be allowed to enclose areas (pools, pet enclosure, etc.) within the back yard. No other type of fence will be allowed.

(e) **Lawn Ornaments:**

Objects made of concrete, glass, metal, wood (except for mulch or living plants), plastic, etc., used for the purposes of lawn ornamentation will not be allowed in the front or side yards of any house.

(f) **Playground Equipment:**

Swing sets, jungle gyms, play houses, children's wading pools, and other similar equipment for use by children must be placed behind a home, and not in the side or front yard.

(g) **Dog/Pet Houses:**

Must be completely hidden from the view of neighboring homes or any street. Only (1) dog/pet house will be allowed per lot and cannot be taller than 4 feet or have a

base larger than 4 feet by 5 feet.

**Owners of lots backing up to the lake (lots 42-50 and 84) must first submit a request for and shall have approval from Owner/Developer prior to placing any of the above mentioned items in their yard. Only small un-obtrusive items will be allowed.**

**8. Restrictions Applying to the Lake and Lots Adjacent to the Lake:**

It is the intention of the Developer to keep the back and side yards of all houses built on the lake free from clutter. In order to accomplish this, special provisions have been made throughout these restrictions. The following items also apply:

- (a) No docks of any kind can be built on the lake.
- (b) No boats or floatation devices of any kind can be used on the lake.
- (c) No decks, pool houses, gazebos, garages or other similar structures can be built unattached from a house.

**9. Mailbox Requirements:**

A standard mailbox and paper holder selected by the Developer shall be placed at lot owner's expense. See Developer for approved mailbox information.

**10. Creation and Maintenance of Proper Drainage:**

The owner and/or builder shall be liable for damages to the lot, other lots or roads damaged outside of said lot. After Developer has seeded and strawed the drainage swales and ditch lines, then the owner and/or builder shall not cause any obstruction of and shall maintain the drainage swales and ditch lines from the property line to the road surface (and any other drainage swales located on the property) and shall repair any damage caused by the owner or owner's invitees, guests, contractors and/or subcontractors; and comply with all Oldham County Planning and Zoning requirements, to repair or make improvements to the drainage swales and ditch lines. If the owner and/or builder fails to maintain or repair damage to the drainage swales or remove obstructions, then the Developer or any government agency may, at its option, cause the repairs to be made and assess the lot owner for the cost of the repairs plus interest at the prime rate as reported in the Wall Street Journal for commercial loans plus 5% adjusting annually until paid. This assessment shall become a lien against the property and shall run with the land. This lien shall be inferior to any valid first mortgage or vendor's lien on the subject property and Developer hereby subordinates same.

No owner of a lot shall permit any stream, creek, drainage ditch or culvert located upon or in the right-of-way adjacent to his lot, to become filled in, obstructed or damaged in any way which will prevent the normal flow and drainage of water. All grading of lots shall be accomplished in such a way so that surface water shall not be diverted or directed onto an adjoining lot. Builders and/or lot owners shall maintain proper erosion and silt control during the construction of the residence and its landscaping. The damming of any stream or creek shall be prohibited unless approved by the Developer. No fences or structures of any kind shall be built in a drainage easement where it will obstruct the normal flow of water.



(a) **Maintenance of Clore Lake:**

The responsibility for overseeing the maintenance of Clore Lake shall remain with the Clore Trust until it decides to transfer ownership of these properties to the Nature Conservancy, other similar organization, governmental unit or the Summerfield by the Lake Homeowners' Association. Any such transferee shall hold title and protect the property in its natural state.

Owner/Developer, when organizing the homeowners' association and in order to comply with the binding elements recommended by the Oldham County Planning and Zoning Commission as adopted by Oldham Fiscal Court, shall cause an emergency escrow reserve fund for repairs to the dam at Clore Lake to be opened for the homeowners' association, which will remain separate and apart from the normal operating account of such association. In accordance with the provisions of Item 24 herein, said reserve account will be funded by the lot owners until such fund reaches a minimum of \$10,000.00 (unless said amount is changed by the joint determination of the County Engineer and the homeowners' association in accordance with the requirements of Item 24 of these restrictions). Said sum shall be for repairs to the dam and its structures, and shall be replenished in the event all or part of said fund has to be used.

Until such time as Clore Lake and related property is transferred or conveyed, all normal and routine maintenance costs of Clore Lake, including, but not limited to, wildlife management, shall be shared on an equal basis between the Clore Trust and the homeowners' association. The trust may consult with the homeowners' association and governmental authorities from time to time concerning same. Upon any such transfer/conveyance of the lake and surrounding property as referenced above, the homeowners' association shall immediately become fully responsible for the maintenance of the lake and all such areas unless this responsibility is assumed by the transferee. Said association shall cause all lot owners within Summerfield by the Lake Section II and all other sections, to share equally in the expense and upkeep of Clore Lake and its dam and adjoining properties, including the expenses associated with lake water purity. The homeowners' association shall make decisions on upkeep, maintenance and other matters by following rules set forth by the entity taking title, and the best management practice procedures as recommended by the Kentucky Department of Water, Division of Fish and Wildlife, and/or such other governmental agency that would have jurisdiction and authority over such lake and wildlife area. Decisions of the association shall be made by its Board of Directors or as otherwise determined by the association bylaws. Notwithstanding the provisions of Item 27 herein, the name of Clore Lake shall not be changed without the written consent of Owner/Developer, its successors or assigns, regardless of the percentage of lot owners who may approve of a change to same.

Should the homeowners' association become solely responsible for the lake, dam and

related areas, it shall acquire adequate liability insurance coverage for its protection as determined by the board of directors.”

**11. Pets:**

No animals or livestock, other than ordinary household pets, and no animals of any description which constitute a nuisance or a threat or danger to persons or property, shall be kept on any lot, nor shall animals of any description be kept for boarding, breeding, or commercial purposes.

A maximum of (2) dogs, and (2) cats will be allowed to reside on any lot at one time, except for those reasonable periods of time, not to exceed three (3) months, when a pet has had a new litter of puppies or kittens.

**12. Commercial Vehicle, Camper, Boat, etc. Storage:**

No trailer, mobile home, motor home, truck, inoperable vehicle, motorcycle, commercial vehicle, camper trailer, camping vehicle (including R.V.) or boat shall be parked or kept on any lot at any time unless housed properly in a garage or basement. No vehicle designed or intended for commercial or recreational purposes nor any vehicle conspicuously decorated so as to indicate an actual commercial or recreational use shall be parked, stored, kept or left standing upon any lot or street, except in the case of commercial vehicles during periods when actually necessary for furnishing services to the owner or owners of lots in said subdivision. No vehicle shall be continuously or habitually parked on any street or public right of way.

**13. Use of Go-Cart, Motor Bikes, etc.:**

No motorcycle, motor bike, motor scooter, mini bike, go-cart or any other motor driven vehicle of a similar nature shall be operated or driven off the streets of the subdivision. No such motor driven vehicle shall be operated on the streets in such a manner as to cause a nuisance, and same shall be equipped with lawful, suitable, and efficient muffler at all times. All state laws and county and local ordinances shall be observed.

**14. Easements:**

**(a) Entrance Wall Easement:**

Lot #42 and #83 have an easement on the east side of the lots as shown on the plat of the subdivision. Entrance sidewalks, landscaping, lighting and irrigation systems shall be at the sole discretion and control of Developer, its successors or assigns.

**(b) Other Easements:**

Each property owners electric service lines shall be underground throughout the length of the service line from Louisville Gas & Electric's point of delivery to customer's residence or outbuilding, and title to the service lines shall remain in and the cost of installation, and maintenance thereof shall be borne by the respective lot owner upon which said service line is located.

Appropriate easements are hereby dedicated and reserved to each property owner, together with the right of ingress and egress over abutting lots or properties to install, operate and maintain electric service lines to Louisville Gas & Electric's termination points. Electric service lines, as installed, shall determine the exact location of said easement.

The electric and telephone easements shown on the subdivision plat shall be maintained and preserved in their present condition and no encroachment thereon and no change in the grade or elevation thereof shall be made by any person or lot owner without the express consent in writing of Louisville Gas & Electric and Bell South Telephone Company.

Easements for overhead electric transmission and distribution feeder lines, poles and equipment appropriate in connection therewith are reserved over, across and under all space (including park, open, and drainage space area) outlined by dashed lines and designated for underground facilities.

Above ground electric transformers and pedestals may be installed at appropriate points in any electric easement.

In consideration of Louisville Gas & Electric bringing service to the property shown on this plat it is granted the right to make further extensions of its lines from all overhead and underground distribution lines.

**15. Use of Lots:**

All lots as shown on the plat of Summerfield by the Lake Section II shall be used for residential purposes only, with no more than one (1) dwelling house for occupancy for a single family to be erected on any one (1) lot. No trailer, mobile home, basement tent, garage, or outbuilding or temporary structure shall be used as a residence or for residential purposes on said tract, and no structure shall be moved onto any parcel, unless it shall conform to the Restrictions herein set out.

No noxious or offensive conditions or activities shall be permitted or carried on upon any property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood, or a violation of any federal, state or county regulation or law affecting the use or occupancy of said property.

The purchaser of each lot agrees that he will not use or permit the use of said lot, nor sell any portions thereof, for a passageway leading from the road to any adjoining property, provided, however, that Owner/Developer reserves the right to use or dedicate any lot or portion thereof which it may own as such a passageway.

**16. Occupancy of Homes:**

No house shall be occupied until the exterior of the house is fully completed in accordance with the plans and specifications as submitted to the Developer and approved by it. (See Item #3 for plan approval process)

**17. Subdividing Lots:**

None of said lots shall be divided or diminished in size unless the same shall be used with an adjacent lot in the subdivision for the purpose of constructing one dwelling thereon.

**18. Road Maintenance Assessment:**

It is understood that the responsibility for the maintenance of the subdivision roads will be assumed by the county upon their completion and upon the approval and acceptance by the Oldham County Fiscal Court. If for any reason this responsibility is not assumed by the county or some other governmental agency, or if after assuming such responsibility, the county or governmental agency relinquishes such responsibility or fails to properly carry out such responsibility, the Owner/Developer, its successors or assigns, may assess an appropriate road maintenance fee. Until changed by Owner/Developer, its successors or assigns, such fees shall be \$150.00 annually for each unimproved lot and \$250.00 annually for each improved lot. Proceeds from said annual assessment may be used and expended as stated herein at the discretion of the Owner/Developer, its successors or assigns. These charges shall be prorated to the time of purchase of said lot and/or commencement of construction. The foregoing assessments shall constitute a lien on each lot until paid; however, this lien shall be second and inferior to any valid first mortgage or vendor's lien on each lot and Owner/Developer hereby subordinates same. It is understood and agreed that the aforementioned assessment will continue until the maintenance of said roads is assumed by Oldham County or some other public authority. In the event that a public authority becomes responsible for the roads and roadways, then the monies in the road maintenance fund, unless otherwise required by law, shall be transferred to the trustees/directors of the homeowners' association and may then be used as otherwise provided herein. Owner/Developer shall not be responsible for the payment of any such charges for lots it may own.

It is further understood and agreed that all lots in the subdivision shall be assessed by the Owner/Developer, its successors or assigns, for the general maintenance and beautification of Clore Lake and adjoining land, common areas, easements and lighting as set forth in Item 24 and Item 25 of these Restrictions. Owner/Developer shall also assess the lots for the emergency escrow reserve as stated herein. Owner/Developer shall not be responsible for the payment of any such charges for lots it may own. The foregoing annual charges shall constitute liens upon each lot until paid, however, such liens shall also be second and inferior to any subsequent valid first mortgage or vendor's lien against any lot, and Owner/Developer, its successors or assigns, hereby subordinate the same. It is understood and agreed that the aforementioned assessment will continue until the responsibility for all items for which such funds are expended are assumed by Oldham County or some other public authority

**19. Trash/Debris:**

Only one garbage collection company shall be allowed to collect garbage in Summerfield by the Lake Section II. Said garbage collection company will be chosen by the Owner/Developer, its successors or assigns. Please contact Owner/Developer for this information.

No lot shall be used or maintained as a dumping ground for rubbish, trash, or garbage. Trash, garbage or other waste shall be kept in sanitary containers, and removed from the lot on a regular basis.

**20. Signs:**

No commercial advertising shall be allowed within the subdivision, except that one sign for advertising the sale or lease of the property shall be permitted.

**21. Storage of Building Materials:**

Building materials shall not be stored on a lot prior to construction for a period of more than ninety (90) days without the permission of the Owner/Developer.

**22. Damage Due to Construction:**

All construction shall be confined to the boundaries of the lot under construction, and the owner and/or builder will be liable for damages to any other lot or roads that may be damaged by any contractor/subcontractor or individuals or companies providing service to such lot.

**23. Duty to Repair and Rebuild:**

Each owner of a lot shall, at his sole cost and expense, keep his residence under normal repair, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

If all or any portion of a residence is damaged or destroyed by fire or other casualty, the owner shall, with all due diligence, promptly rebuild, repair or reconstruct such residence in a manner which will substantially restore it to a condition immediately prior to the casualty, or shall promptly clear the lot of all debris, and shall restore the lot as close as possible to its original condition.

**24. Homeowners Association:**

There was created by the restrictions recorded in Restrictions Book 8, Page 45 the Summerfield by the Lake Homeowners' Association (the "Association"). Every owner of a lot in Summerfield by the Lake (including Section I, II and any future developed sections) shall be a member of the Association. All owners of lots, automatically by acceptance of a deed for any lot, agrees to accept membership in, and does thereby become a member of the Association. This organization, upon assignment by Owner/Developer shall administer the road maintenance fund (if necessary) as established in Item #18 herein as well as other association fees/assessments as stated in these restrictions. Members, upon request of

Owner/Developer (and if not already organized) shall formally organize and shall abide by the association's bylaws, rules and regulations and shall pay any fees or assessments as are established. The annual assessment for the emergency reserve escrow fee as referenced in Item 10(a) shall not be reduced or abolished until the minimum funding of \$10,000.00 is reached. Appropriate fees shall be reinstated should the fund fall below the \$10,000.00 minimum requirement due to necessary disbursements. This fund, upon agreement of the association and Owner/Developer, shall no longer be required if some outside agency or governmental unit assumes full responsibility for the dam and its structures.

Any existing road fund or other assessment as provided for by these Restrictions shall ultimately be transferred to the Association by Owner/Developer. Additionally, said Association may assess its own fees for those items as stated in Item 25 to properly cover the necessary expenses or improvements to entryways and other common facilities as well as its own operating expenses. Members of the association shall have one vote per lot as shown on the recorded plat of the subdivision. If there are multiple owners of a lot, they shall determine among themselves how the vote is to be cast. The object and purpose of the Association shall be to promote the general welfare and serve the common good of its members and the residents of Summerfield by the Lake (all sections) and may include among other things, the construction of and maintenance and repair of streets, park areas, entryways, lights, watering systems, landscaping, bridges, park benches, storm drain entrances, retention or detention basis, performance of snow removal, and the acceptance of any open space and lake for the purposes of operation, maintenance, protection and repair.

The annual fee for the association may be changed or altered from time to time but shall initially be the sum of \$200.00 per lot. In addition, all lot owners shall pay a \$50.00 annual fee which shall be earmarked for the emergency escrow reserve for the dam and its structures until such time as the reserve account is fully funded in the amount of \$10,000.00. The homeowners' association shall, in conjunction with the County Engineer, review this amount on a periodic basis (3 years intervals) to determine if the reserved amount is still appropriate. After such determination, or in the event necessary disbursements are made from the account leaving a deficiency, an appropriate assessment shall be made of each lot owner which will return said account within 3 fiscal years to the minimum required. The first payment to the association will be due at the closing of each respective lot on a prorated basis. Each payment after that will be due on January 10<sup>th</sup> of each year. Until such time as Owner/Developer assigns control of the funds to the homeowners' association, it shall retain the right to set these fees in its sole discretion. Owner/Developer shall retain one vote for each lot owned in Summerfield, but lots owned by Owner/Developer shall not be subject to any fees..

Each lot owner in Summerfield by the Lake Section II and any future developed sections of Summerfield by the Lake shall become a member of this homeowners' association and shall be subject to the same rules and regulations as referenced herein, unless such membership is specifically excluded or altered by Owner/Developer approved restrictions recorded for that subdivision.

**25. Entryways and Other Common Facilities:**

The Owner/Developer shall have the right to install and otherwise make available such common facilities and services as required by any governmental agency or which it may deem reasonable and necessary for the general health, safety, welfare or convenience of the residents and property owners of Summerfield by the Lake Section II. Such common facilities shall include, but not be limited to street lighting, entrance lighting, watering systems, sidewalks, bridges, street signs, flowers, shrubbery and maintenance of same. The Owner/Developer, its successors or assigns, may establish such assessment as deemed necessary to cover the maintenance and use of such facilities as stated in Item 24 above. The foregoing charges as well as any assessments listed in Item #18 shall constitute a lien on each lot until paid; however, this lien shall be second and inferior to any valid first mortgage or vendor's lien against any lot, and Owner/Developer hereby subordinates same.

**26. Unpaid Dues:**

All assessments or fees (including those assessed by any homeowners' association) not paid when due shall bear interest at the legal rate as provided by law. Owners of lots who are delinquent in the payment of any such fees/assessments may be counted at any meeting for purposes of attaining a quorum to do business, but shall not be able to vote unless all such delinquencies are resolved.

**27. Amendments of Restrictions:**

During the first ten (10) years from the date hereof, these restrictions may be altered or abolished by an agreement between the Owner/Developer and the owner(s) of 51% of the total lots in the subdivision (all sections and including those lots owned by the Owner/Developer), acknowledged and recorded as a Deed of Conveyance, and such amendment shall thereafter be binding upon all owners of the lots in the subdivision. After ten (10) years, any of the restrictions may be altered or abolished by the owners of 51% of those lots in the subdivision, (all sections) acknowledged and recorded as hereinabove stated.

**28. Enforcement of Restrictions:**

These restrictions may be enforced by any of the following individuals or entities: lot owner, subdivision association; taxing district for the subject property (if permitted by law); the Owner/Developer, its successors or assigns, and any other lot owners in the community of Summerfield by the Lake Section II which is or becomes part of this common scheme of development. Failure to enforce, either promptly or otherwise, any of the restrictions or covenants contained herein or as shown on the recorded plat shall not be deemed a waiver of the right to enforce thereafter, and the invalidation of any of the covenants or restrictions contained herein by Judgment of any competent Court or tribunal shall not affect any of the other restrictions and covenants, which shall remain in full force and effect.

The cost of enforcing any of these restrictions, including a reasonable attorney fee, shall be awarded at the discretion of the Court, to the prevailing party.

All the restrictions and provisions herein shall be deemed to be covenants running with the

land and binding upon the parties hereto, their heirs, successors and assigns and to each purchaser, his heirs, successors and assigns, and shall be in full force and effect from the date of same by the Owner/Developer.

**29. Owner/Developer's Rights:**

The Owner/Developer's right of approval as stated herein shall continue and shall not terminate upon the sale of all the lots in the subdivision; provided, however, that the Owner/Developer reserves the right to assign any and all of its rights and responsibilities herein above stated including, but not limited to, all discretionary authority associated with such rights. Such rights may be assigned to the homeowners' association and/or such other individuals or entities as Owner/Developer may determine.

**30. Miscellaneous:**

- (a) Owner/Developer reserves the right to make rules governing the use of the Lake and other common or open areas including, but not limited to the areas to be deeded to the homeowners association. Upon any future transfer of such authority or transfer of property to the homeowners' association, Owner/Developer, its successor or assigns, shall retain the necessary power and authority to make and enforce rules concerning these areas unless specifically relinquished by Owner/Developer, its successors or assigns.
- (b) Rules and regulations (other than these restrictions), the amount and application of maintenance/association fees or assessments, approval procedures and the like may be determined and changed as appropriate by the Owner/Developer, and/or Board of Directors/Trustees of the association.
- (c) These restrictions may be incorporated by reference into a document recorded in the Oldham County Court Clerk's Office for any future sections of the development. If not incorporated in whole or in part then the 51% requirement for amendment shall apply only to those sections of the development that have adopted these restrictions or shall have been designated by Owner/Developer to be included in this 51% requirement.
- (d) Invalidity of any one of these covenants by judgment or court order shall not affect the validity of any other provisions herein.

**31. Carl & Ruth Clore Homestead (Lot #71):**

The house on Lot #71 was built by Carl "June" Clore and his wife Ruth Clore in 1952, 54 years before these restrictions were recorded. The improvements that are currently on the property (as of January 1, 2006) are not subject to these restrictions. All future change/additions/improvements are subject to these restrictions wherever practical.



IN TESTIMONY WHEREOF, witness the signatures of the parties hereto, the date and year first above written.

Don Henderson, LLC


By: 

STATE OF KENTUCKY     )  
                                      )  
COUNTY OF OLDHAM    )

Subscribed, acknowledged and sworn to be before me by Robert A. Jones as a member of  
**DON HENDERSON, LLC**, for and on behalf of said company, on this \_\_\_\_\_ day of  
\_\_\_\_\_, 2006..

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF KENTUCKY  
AT LARGE

PREPARED BY:

  
RAYMOND R. ROELANDT  
STEWART, ROELANDT, STOESS & CRAIGMYLE  
ATTORNEYS AT LAW  
6506 WEST HIGHWAY 22  
P.O. BOX 307  
CRESTWOOD, KENTUCKY 40014  
(502) 241-4660

AMENDED DECLARATION OF RESTRICTIONS  
OF  
SUMMERFIELD BY THE LAKE

WITNESSETH: WHEREAS, there is recorded in Restrictions Book 8, Page 45 of the Oldham County Court Clerk's Office, a "Declaration of Restrictions of Summerfield by the Lake" (hereinafter "Summerfield"), and

WHEREAS, Item 27 of the restrictions allows for the amendment of restrictions within the first ten (10) years from date of the original recording by Owner/Developer and the owners of fifty-one (51%) percent of the total lots in the subdivision, with the lots owned by Owner/Developer each counting toward said fifty-one (51%) percent, and

WHEREAS, said restrictions anticipated the expansion of the subdivision with additional sections to be added to the Summerfield community as evidenced by the recitals in the original restrictions and other provisions of said instrument, and

WHEREAS, a new section of Summerfield has now been put to record in the Oldham County Court Clerk's Office and with minor exceptions applicable to Section II only, the newly recorded restrictions for Summerfield by the Lake Section II mirror the original restrictions recorded in Restrictions Book 8, Page 45, as well as the amendments recited herein, thereby confirming that the two sections of Summerfield are one subdivision and community, and

WHEREAS, the Oldham County Planning and Zoning Commission, upon recommending approval of the new section of Summerfield, also recommended binding elements which require the restrictions of all sections of Summerfield to read or be amended as necessary to comply with the binding elements which require the homeowners' association to (1) maintain a reserve for

emergency repairs to the dam; and (2) keep adequate liability insurance on the dam, lake and related property if the homeowners' association should become solely responsible for same, and

WHEREAS, the amount for maintenance and repairs placed in such escrow reserve was to be determined by the Oldham County Engineer and the Engineer for the Owner/Developer, and

WHEREAS, the respective engineers have met, reviewed the property and with the input of Owner/Developer, have determined that a sum of ten thousand dollars (\$10,000.00) should be additionally funded by the homeowners' association and placed in a separate escrow reserve account for emergency repairs, and

WHEREAS, changes in the restrictions are also warranted to correct several unintended omissions and to allow the restrictions to conform to the experience of the community with the influx of an excessive number of geese and the community's more "critical eye" concerning the growth of aquatic material affecting the health and aesthetics of the community, and

WHEREAS, Owner/Developer currently owns seventy-six (76) out of a total of one hundred ten (110) lots in Summerfield, and therefore has the authority to amend these restrictions and the responsibility to implement the binding elements recommended by the Oldham County Planning and Zoning Commission and imposed by Oldham Fiscal Court, including a reserve for emergency repairs to the dam,

NOW THEREFORE, for the consideration and the benefit to be derived by the undersigned and the lot owners in the subdivision, including all current and future lot owners of Summerfield by the Lake, (in both the original section and Section II, and any future developed sections of said subdivision), the undersigned hereby amends the original Declaration of Restrictions of Summerfield by the Lake as recorded in Restrictions Book 8, Page 45, as follows:

**Item 10(a)** shall be amended to read as follows:

**(a) Maintenance of Clore Lake:**

“The responsibility for overseeing the maintenance of Clore Lake shall remain with the Clore Trust until it decides to transfer ownership of these properties to the Nature Conservancy, other similar organization, governmental unit or the Summerfield by the Lake Homeowners’ Association. Any such transferee shall hold title and protect the property in its natural state.

Owner/Developer, when organizing the homeowners’ association and in order to comply with the binding elements recommended by the Oldham County Planning and Zoning Commission as adopted by Oldham Fiscal Court, shall cause an emergency escrow reserve fund for repairs to the dam at Clore Lake to be opened for the homeowners’ association, which will remain separate and apart from the normal operating account of such association. In accordance with the provisions of Item 24 herein, said reserve account will be funded by the lot owners until such fund reaches a minimum of \$10,000.00, unless said amount is changed by the joint determination of the County Engineer and the homeowners’ association in accordance with the requirements of Item 24 of these restrictions. Said sum shall be for repairs to the dam and its structures, and shall be replenished in the event all or part of said fund has to be used.

Until such time as Clore Lake and related property is transferred or conveyed, all normal and routine maintenance costs of Clore Lake, including, but not limited to, wildlife management, shall be shared on an equal basis between the Clore Trust and the homeowners’ association. The trust may consult with the homeowners’ association and governmental authorities from time to time concerning same. Upon any such transfer/conveyance of the lake and surrounding property as referenced above, the homeowners’ association shall immediately become fully responsible for the maintenance of the lake and all such areas unless this responsibility is assumed by the transferee. Said association shall cause all lot owners within Summerfield (including all sections) to share equally in the expense and upkeep of Clore Lake and its dam and adjoining properties, including the expenses associated with lake water purity. The homeowners’ association shall make decisions on upkeep, maintenance and other matters by following rules set forth by the entity taking title, and the best management practice procedures as recommended by the Kentucky Department of Water, Division of Fish and Wildlife, and/or such other governmental agency that would have jurisdiction and authority over such lake and wildlife area. Decisions of the association shall be made by its Board of Directors or as otherwise determined by the association bylaws. Notwithstanding the provisions of Item 27 herein, the name of Clore Lake shall not be changed without the written consent of Owner/Developer, its successors or assigns, regardless of the percentage of lot

owners who may approve of a change to same.”

Should the homeowners’ association become solely responsible for the lake, dam and related areas, it shall acquire adequate liability insurance coverage for its protection as determined by the board of directors.

The **second paragraph of Item 18** shall be amended to read as follows:

“It is further understood and agreed that all lots in the subdivision shall be assessed by the Owner/Developer, its successors or assigns, for the general maintenance and beautification of Clore Lake and adjoining land, common areas, easements and lighting as set forth in Item 24 and Item 25 of these Restrictions. Owner/Developer shall also assess the lots for the emergency escrow reserve as stated herein. Owner/Developer shall not be responsible for the payment of any such charges for lots it may own. The foregoing annual charges shall constitute liens upon each lot until paid, however, such liens shall also be second and inferior to any subsequent valid first mortgage or vendor’s lien against any lot, and Owner/Developer, its successors or assigns, hereby subordinate the same. It is understood and agreed that the aforementioned assessment will continue until the responsibility for all items for which such funds are expended are assumed by Oldham County or some other public authority.”

**Item 24** shall be amended in its entirety to read as follows:

**24. Homeowners’ Association:**

“There is hereby created the Summerfield by the Lake Homeowners’ Association (the “Association”). Every owner of a lot in Summerfield by the Lake (including future developed sections) shall be a member of the Association. All owners of lots, automatically by acceptance of a deed for any lot, agrees to accept membership in, and does thereby become a member of the Association. This organization, upon assignment by Owner/Developer shall administer the road maintenance fund (if necessary) as established in Item #18 herein as well as other association fees/assessments as stated in these restrictions. Members, upon request of Owner/Developer (and if not already organized) shall formally organize and shall abide by the association’s bylaws, rules and regulations and shall pay any fees or assessments as are established. The annual assessment for the emergency reserve escrow fee as referenced in Item 10(a) shall not be reduced or abolished until the minimum funding of \$10,000.00 is reached. Appropriate fees shall be reinstated should the fund fall below the \$10,000.00 minimum requirement due to necessary disbursements. This fund, upon agreement of the association and Owner/Developer, shall no longer be required if some outside agency or governmental unit assumes full responsibility for the dam and its structures.

Any existing road fund or other assessment as provided for by these Restrictions shall ultimately be transferred to the Association by Owner/Developer. Additionally, said Association may assess its own fees for those items as stated in Item 25 to properly cover the necessary expenses or improvements to entryways and other common facilities as well as its own operating expenses. Members of the association shall have one vote per lot as shown on the recorded plat of the subdivision. If there are multiple owners of a lot, they shall determine among themselves how the vote is to be cast. The object and purpose of the Association shall be to promote the general welfare and serve the common good of its members and the residents of Summerfield by the Lake (all sections) and may include among other things, the construction of and maintenance and repair of streets, park areas, entryways, lights, watering systems, landscaping, bridges, park benches, storm drain entrances, retention or detention basins, performance of snow removal, and the acceptance of any open space and lake for the purposes of operation, maintenance, protection and repair.

The annual fee for the association may be changed or altered from time to time but shall initially be the sum of \$200.00 per lot. In addition, all lot owners shall pay a \$50.00 annual fee which shall be earmarked for the emergency escrow reserve for the dam and its structures until such time as the reserve account is fully funded in the amount of \$10,000.00. The homeowners' association shall, in conjunction with the County Engineer, review this amount on a periodic basis (3 years intervals) to determine if the reserved amount is still appropriate. After such determination, or in the event necessary disbursements are made from the account leaving a deficiency, an appropriate assessment shall be made of each lot owner which will return said account within 3 fiscal years to the minimum required. The first payment to the association will be due at the closing of each respective lot on a prorated basis. Each payment after that will be due on January 10<sup>th</sup> of each year. Until such time as Owner/Developer assigns control of the funds to the homeowners' association, it shall retain the right to set these fees in its sole discretion. Owner/Developer shall retain one vote for each lot owned in Summerfield, but lots owned by Owner/Developer shall not be subject to any fees.

Each lot owner in future developed sections of Summerfield by the Lake shall become a member of this homeowners' association and shall be subject to the same rules and regulations as referenced herein, unless such membership is specifically excluded or altered by Owner/Developer approved restrictions recorded for that subdivision."

All other provisions of the restrictions as set forth in Restrictions Book 8, Page 45, not specifically amended herein, shall not be altered hereby and the undersigned hereby acknowledges and approves said restrictions as originally recorded.

IN TESTIMONY WHEREOF, witness the signature of the party hereto, the date and year first above written.

DON HENDERSON, LLC  
A Kentucky Limited Liability Company

By: \_\_\_\_\_

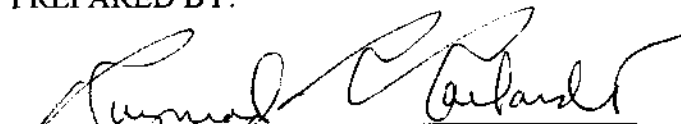
STATE OF KENTUCKY     )  
                                      ) SS:  
COUNTY OF OLDHAM     )

The foregoing instrument was acknowledged and sworn to before me by Robert A. Jones as a members of **DON HENDERSON, LLC**, for and on behalf of said company, on this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

My commission expires:\_\_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC,  
STATE OF KENTUCKY AT LARGE

PREPARED BY:

  
\_\_\_\_\_  
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